

Exhibit A

Customer Service Agreement

Midwest
Master

SITE LOCATION / SERVICE ADDRESS	
CUSTOMER NAME	CJS
ADDRESS	749 OLD DALLAS RD MILE 0.2 DIXIE COEUR DE MO 63341
TEL NO.	721-5405
FAX NO.	777-16503
TITLE	
CUSTOMER NAME / INVOICE TO	
CUSTOMER NAME	CHUCK
TITLE	SALES
ADDRESS	1000 N. 100 E.
TEL. NO.	434-1234
FAX NO.	434-1234
TITLE	

CONTAINER DELIVER INSTRUCTIONS:			
PERMANENT ROUTE NOTES:			
ADDITIONAL NOTES / COMMENTS:			
		PRINTED NAME	PRINTED NAME
		AUTHORIZED CARRIER SIGNATURE	AUTHORIZED CARRIER SIGNATURE
		DATE	

THIS IS A CONTRACT FOR A TERM OF 24 MONTHS

TERMS AND CONDITIONS

ARTICLE 1. SERVICES RENDERED: Customer grants to the undersigned Michael Wiles the exclusive right to create and dispose of Customer's Trade Materials (which include recyclable materials) and agrees to make the payments as provided by Exhibit 1 and Michael Wiles agrees to furnish such services and equipment above, all in accordance with the terms of this Agreement.

ARTICLE II. TERMS: THE INITIAL TERM (THE "INITIAL TERM") OF THIS AGREEMENT IS TWO YEARS FROM THE DATE MINECUST WRITE'S EQUIPMENT IS DELIVERED TO CUSTOMER'S LOCATION (EFFECTIVE SERVICE DATE). THEREAFTER, THE TERM WILL AUTOMATICALLY RENEW FOR ADDITIONAL ONE YEAR TERMS (THE "RENEWAL TERM").

ARTICLE III. WASTE MATERIALS. The Waste Materials to be collected and disposed of by National Waste pursuant to this Agreement shall automatically become the sole property of National Waste (the "Waste Materials") generated by Customer (the "Waste Generation Site") or deposited by National Waste's equipment or place for collection by National Waste, specifically asphalt and Customer asphalt and to deposit in National Waste, toxic or hazardous materials, asbestos, infectious, radioactive, dangerous, explosive, or otherwise dangerous, volatile, combustible, highly flammable, or otherwise hazardous materials, or any other materials, including, but not limited to, the materials defined in Article 1, Section 1.1, of the Waste Management Services Agreement.

PICKY

**ARTICLE IV
TITLE**

Midwest Waste shall acquire title to the Waste Material when it is loaded into Midwest Waste's truck. Title to and liability for any Excluded Waste shall remain with Customer and Customer expressly agrees to defend, indemnify and hold harmless Midwest Waste from and against any and all damages, penalties, fines and liabilities resulting from or arising out of the deposit of Excluded Waste in Midwest Waste's trucks, containers or other equipment. Customer agrees to comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable material set forth above. In the event that any recyclable material furnished to Midwest Waste by Customer is, due to presence of contaminants, determined by Midwest Waste not to be resalable or to have a reduced resale value, Midwest Waste may require Customer to pay Midwest Waste the charges incurred by Midwest Waste for hauling, processing and/or disposal of such material and for the reduction in resale value of such material.

**ARTICLE V
PAYMENT**

Customer agrees to pay Midwest Waste on a monthly basis for the services and/or equipment furnished by Midwest Waste in accordance with the charges and rates provided for herein. Payment shall be made by Customer to Midwest Waste within ten (10) days of an invoice from Midwest Waste. Midwest Waste may impose and customer agree to pay a late fee for all past due payment, such late fee as determined by Midwest Waste in an amount not to exceed the maximum rate for same allowed by applicable law.

**ARTICLE VI
RATE ADJUSTMENTS**

Because disposal and fuel costs constitute a significant portion of the cost of Midwest Waste's services provided hereunder Customer agrees that Midwest Waste may increase the rates hereunder proportionately to adjust for any increase in such costs or any increases in transportation costs due to changes in location of the disposal facility. Customer agrees that Midwest Waste may also increase the rates from time to time to adjust for increase in the Consumer Price Index, and Customer agrees that Midwest Waste may also proportionately pass through to Customer increases in the average weight per container yard of the Customer's Waste Materials, increases in Midwest Waste's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Midwest Waste's operations or the services provided hereunder, and increases in taxes, fees or other governmental charges assessed against or passed through to Midwest Waste (other than income or real property taxes). Midwest Waste may only increase rates for reasons other than those set forth above with the consent of the Customer. Such consent may be evidenced verbally, in writing or by the actions and practices of the parties.

**ARTICLE VII
SERVICE CHANGES**

Changes to the type, size and amount of equipment, the type or frequency of service, and corresponding adjustments to the rates, may be made by agreement of the parties, evidenced either in writing or by the practices and actions of the parties, without affecting the validity of this Agreement and the Agreement shall be deemed amended accordingly. This Agreement shall continue in effect for the term provided herein and shall apply to changes of and new service address location of the Customer within the area in which Midwest Waste provides collection services.

**ARTICLE VIII
RESPONSIBILITY FOR
EQUIPMENT**

The equipment furnished hereunder by Midwest Waste shall remain the property of Midwest Waste however Customer acknowledges that it has care, custody and control of the equipment while at the Customer's location and accepts responsibility for all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from Midwest Waste's handling of the equipment) and for its contents. Customer agrees not to overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customer agrees to indemnify, defend and hold harmless Midwest Waste against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property arising out of Customer's use. Operation or possession of the equipment. Customer agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible so that the regularly scheduled pick-up cannot be made, Midwest Waste will promptly notify the Customer and afford the Customer a reasonable opportunity to provide the required access; however, Midwest Waste reserves the right to charge an additional fee for any additional collection service required by Customer's failure to provide such access.

**ARTICLE IX
DAMAGE TO
PAVEMENT**

Customer recognizes the difficulty of ensuring that the Customer's pavement or driving surface is adequate to bear the weight of Midwest Waste's vehicles. Therefore, Customer agrees that Customer will be responsible for any damage to Customer's pavement, curbing or other driving surfaces resulting from the weight of Midwest Waste's vehicles providing service at the Customer location.

**ARTICLE X
LIQUIDATED DAMAGES**

In the event Customer terminates the Agreement prior to its expiration other than as a result of a breach by Midwest Waste or Midwest Waste terminates this Agreement for Customer's breach (including nonpayment), Customer agrees to pay Midwest Waste as liquidated damages a sum calculated as follows: (1) if the remaining term under this Agreement is 14 or more months, Customer shall pay its most recent monthly charges multiplied by 3; or (2) if the remaining term under this Agreement is less than 14 months, Customer shall pay its most recent monthly charge multiplied by 2. Customer expressly acknowledges that in the event of an unauthorized termination of this Agreement, the anticipated loss to Midwest Waste in such event is estimated to be the amount set forth in the foregoing liquidated damages provision and such estimated value is reasonable and is not imposed as a penalty. In the event Customer fails to pay Midwest Waste all amounts which become due under this Agreement, or fails to perform its obligations hereunder, and Midwest Waste refers such matter to an attorney, Customer agrees to pay, in addition to the amount due, any and all costs incurred by Midwest Waste as a result of such action, including, to the extent permitted by law, reasonable attorneys' fees.

If, during the term of this Agreement either party shall be in breach of any provision of this Agreement, the other party may suspend or terminate its performance hereunder until such breach has been corrected; provided, however, that no termination shall be effective unless and until the complaining party has sent written notice of such breach to the other party and the other party has failed to cure breach within at least ten (10) days thereafter.

**ARTICLE XII
ASSIGNMENT**

Customer shall not assign this Agreement without the prior written consent of Midwest Waste, which shall not be unreasonable withheld.

**ARTICLE XIII
OPPORTUNITY TO
PROVIDE ADDITIONAL
SERVICES**

Midwest Waste values the opportunity to meet all of Customer's nonhazardous waste collection and disposal needs. Customer will provide Midwest Waste the opportunity to meet those needs and to provide, on a competitive basis, any additional nonhazardous waste collection and disposal services during the term of this Agreement.

**ARTICLE XIV
EXCUSE,
PERFORMANCE**

Neither party hereto shall be liable for its failure to perform or delay in performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, fire and acts of God and such failure shall not constitute a Default under this Agreement.

**ARTICLE XV
BINDING EFFECT**

This Agreement is a legally binding contract on the part of both Midwest Waste and Customer and their respective heirs, successors and assigns, in accordance with the terms and conditions set out herein.

**ARTICLE XVI
ENTIRE AGREEMENT**

This Agreement represents the entire understanding and agreement between the parties hereto and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same.